

Exhibit 12

From: Rob Rosette </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4EA335FB493D4964B92B0395C04F0C63-ROB ROSETTE>
To: Nicole St. Germain; Karrie Wichtman; 'flint@whetstoneedge.biz'
Sent: 8/24/2011 5:28:43 AM
Subject: Fw: Tasks for Oct 1 Launch
Attachments: PepperCash_NEW_Loan_Agreement.docx

Redacted

From: mattm@bellicosevi.com [mailto:mattm@bellicosevi.com]

Sent: Tuesday, August 23, 2011 09:50 PM

To: Rob Rosette; flint@wsedge.biz <flint@wsedge.biz>

Cc: Scott Merritt <smerritt@answersetc.com>

Subject: Tasks for Oct 1 Launch

Perhaps the most efficient option would then be for Rob to help educate my counsel so they can get that done for me. I believe they'll be working on this next week.

For the Tribal entity, is it an LLC or Corp? I like the name **Red Rock Tribal Cash, LLC (or Corp)**.

In the meantime, I plan to have the draft documents done by end of week, and then sent to Ryan Bloom for finalization next week. After that Ryan will send them off to you guys week of the 5th for execution on/around September 15 with an October 1 effective date/go live date.

Tasks for Rob:

*I have attached the current consumer loan agreement for the portfolio. I understand you will need to redline this for the Tribal Lender and we will have it put in place in the LMS beginning Oct 1. The current version has a lot of elements in it specific to the international structure.

*Please also review and edit the privacy policy of the website, as well as the footer on each webpage, and the terms & conditions of the website so that those may be updated Oct 1 as well:

A) https://www.peppercash.com/privacy_policy.html

B) https://www.peppercash.com/terms_of_website_use.html

C) This web site's contents do not signify a solicitation or offer for check advances in all states. Areas of operation may change with or without notice. Services mentioned on this site may or may not be available in your particular state. Each aspect of, communication, and transaction, with/on this site will be deemed to have occurred in PepperCash.com's Costa Rica offices, regardless of the location where you are accessing or viewing this site. The borrower is responsible for observing any local statutory requirements that may exist in their state or area with respect to any transactions with PepperCash.com. All content, existing and/or submitted to and in association with this site will be considered PepperCash.com's copyrighted property. All communications with the company are deemed confidential. Any unauthorized reproduction, distribution, or disclosure is prohibited without the company's express written consent.

*Please review the PepperCash.com website in its entirety for any changes the Tribe requires

*I will later get the email templates and disclaimers within them over to you as well for your edits on all communications there

*Please let me know if there are any services, or notifications, or procedures that the tribe wants to explicitly have performed or anything else not mentioned

Hopefully you can take whatever steps are necessary to complete formation, and secure ACH and bank account so they are all set to go come October 1st.

What else can I help you with in the meantime?

Regards,

Matt Martorello

Mobile: 773-209-7720

Email: MattM@BellicoseVI.com



From: Rob Rosette [mailto:rosettelaw.com]

Sent: Tuesday, August 23, 2011 8:41 PM

To: flint@wsedge.biz; mattm@bellicosevi.com

Cc: Scott Merritt

Subject: RE: Opinion Letter

Flint,

That is correct. My insurance coverage will only cover opinions rendered to my Tribal clients.

Thanks,

Robert A. Rosette
Rosette, LLP
Attorneys at Law
565 W. Chandler Blvd., Suite 212
Chandler, Arizona 85225
Tel (480) 889-8990
Fax (480) 889-8997
Cell (480) 242-9810
www.rosettelaw.com

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From: Flint Richardson [mailto:flint@wsedge.biz]

Sent: Tuesday, August 23, 2011 5:03 PM

To: mattm@bellicosevi.com

Cc: Rob Rosette; Scott Merritt

Subject: Re: Opinion Letter

Matt - since Rob isn't your legal counsel it wouldn't be permissible for him to issue you an opinion. He could work with your counsel on the support needed for them to issue the opinion you require. Rob - correct me if I am wrong here. Thanks.

Sent via BlackBerry by AT&T

From: "mattm@bellicosevi.com" <mattm@bellicosevi.com>

Date: Tue, 23 Aug 2011 23:54:47 +0000

To: Flint Richardson<flint@wsedge.biz>

Cc: Rob Rosette<rosettelaw.com>; smerritt@answersetc.com<smerritt@answersetc.com>

Subject: Opinion Letter

Rob, would you be able to provide an opinion letter to Bellicose simply stating that the entire model and

relationships throughout do not equate to the tribe being an agent of Bellicose or any of its owners or any of our other entities involved. This would be very valuable to us in case one day the IRS were to challenge that the tribe is simply an agent. This negates any fee associated with such an event should it ever occur.

On Aug 22, 2011, at 9:36 AM, "Flint Richardson" <flint@wsedge.biz> wrote:

Sounds good Matt. We look forward to it. In the meantime not sure if you and Scott have talked through technology or the operating account structure but we should work on that as well soon.

Flint

Flint Richardson | CPA | Chandler | AZ| 85225 |
office 480.889.4888 | fax 480.889.8997 | flint@wsedge.biz |

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From: Matt Martorello [mailto:mattm@bellicosevi.com]
Sent: Monday, August 22, 2011 7:21 AM
To: Flint Richardson: Rob Rosette: smerritt@answersetc.com
Subject: RE: Next Steps

I agree. I'd like to get the legal documents all completed and ready for signatures ASAP. Then on that week in Sept, we can execute the agreements with an Oct 1 launch date.

From: Flint Richardson [flint@wsedge.biz]
Sent: Monday, August 22, 2011 8:50 AM
To: Matt Martorello: Rob Rosette: smerritt@answersetc.com
Cc: mmartorello@apriorisolutions.com
Subject: RE: Next Steps

That would be possible Matt. However, I believe that we should have agreements finalized and have the meeting coincide with the execution of documents. Since you have outside legal counsel in Delaware and Michigan I believe that we should work with them in order to get a full set of documents that will be acceptable hammered out as soon as possible. To the extent that your counsel desires to review the lending ordinance, regulatory framework and tribal limited liability ordinance we can work with them so that they are comfortable that all of structural components of the deal are in fact in place with appropriate resolutions.

Let me know what you think about this approach.

Flint

Flint Richardson | CPA | Chandler | AZ| 85225 |
office 480.889.4888 | fax 480.889.8997 | flint@wsedge.biz |

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From: Matt Martorello [mailto:mattm@bellicosevi.com]
Sent: Monday, August 22, 2011 6:46 AM
To: Matt Martorello; Rob Rosette; flint@wsedge.biz; smerritt@answersetc.com
Cc: mmartorello@apriorisolutions.com
Subject: RE: Next Steps

Can we schedule a day on the week of 9/12 - 9/16 to meet the Tribe in the UP?

From: Matt Martorello
Sent: Saturday, August 20, 2011 8:40 AM
To: Rob Rosette; flint@wsedge.biz; smerritt@answersetc.com
Cc: mmartorello@apriorisolutions.com
Subject: RE: Next Steps

OK, maybe we can coordinate a UP trip to all get together when we do a site meet and greet with the Tribe. Preferably before the very rough winters up there begin.

Thanks and enjoy the weekend.

From: Rob Rosette [rosette@rosettelaw.com]
Sent: Saturday, August 20, 2011 8:21 AM
To: Matt Martorello; flint@wsedge.biz; smerritt@answersetc.com
Cc: mmartorello@apriorisolutions.com
Subject: Re: Next Steps

Hi Matt. I'm in the U.P. We are quite far away from each other, but otherwise I would have loved to meet you!

From: Matt Martorello [mailto:mattm@bellicosevi.com]
Sent: Saturday, August 20, 2011 06:17 AM
To: flint@wsedge.biz <flint@wsedge.biz>; Scott Merritt <smerritt@answersetc.com>
Cc: mmartorello@apriorisolutions.com <mmartorello@apriorisolutions.com>; Rob Rosette
Subject: RE: Next Steps

Rob? I'll be staying at the Campus Inn in Ann Arbor tonight and to the race in Brooklyn tomorrow. Are you anywhere nearby?

From: Flint Richardson [flint@wsedge.biz]
Sent: Saturday, August 20, 2011 7:48 AM
To: Matt Martorello; Scott Merritt
Cc: mmartorello@apriorisolutions.com; Rob Rosette

Subject: Re: Next Steps

Rob is in Michigan as well - perhaps you gents could meet if you are in proximity?

Sent via BlackBerry by AT&T

From: Matt Martorello <mattm@bellicosevi.com>

Date: Sat, 20 Aug 2011 11:47:08 +0000

To: Scott Merritt<smerritt@answersetc.com>

Cc: mmartorello@apriorisolutions.com<mmartorello@apriorisolutions.com>;

flint@wsedge.biz<flint@wsedge.biz>; rosette@rosettelaw.com<rosette@rosettelaw.com>

Subject: Re: Next Steps

Sounds great. I'll be up in Michigan this weekend for the NASCAR race and back on island Wed night. I do have additional questions to clarify some other details when I started reading docs again a few days ago. Maybe we can keep moving forward with docs to complete things ASAP and have a call Thursday morning to go over status and additional questions?

On Aug 20, 2011, at 12:35 AM, "Scott Merritt" <smerritt@answersetc.com> wrote:

Matt,

Good to hear from you: glad to hear you're making headway on your tax situation. We can appreciate how critical that component is to your model.

The good news is the tribe is ready, and we'd be glad to arrange a visit at your convenience. They are ready to go live today.

We can drill down to a much more granular level regarding the origination from the tribe on our next call - we've only provided a high-level outline in our documentation, so we can certainly clarify the process.

Additionally, we can discuss the banking and assignment issues when we talk.

I believe Flint may be traveling Monday/Tuesday, but should be able to accommodate most days/times. Let us know what works best for you.

Have a good weekend - I'm sure that's fairly easy to do, considering your location. Flint and I might have to travel down your way for official business at some point!

Best,

-Scott

From: Matt Martorello <mmartorello@apriorisolutions.com>

To: Flint Richardson <flint@wsedge.biz>

Cc: Scott Merritt; Rob Rosette <rosette@rosettelaw.com>

Sent: Fri Aug 19 20:01:04 2011

Subject: Re: Next Steps

Hey Flint, how's it coming along? I plan to get my tax opinion letter back on Tuesday, and I told them I wanted

-Is the tribe ready to go live?

-I wanted to talk about the detail of origination occurring at the tribe

-I'd love to make a visit to their facility in the near future as well.

-wanted to discuss operating bank account activity

-do you have assignment contracts

-it sounds like we may transfer this over and then launch a new one, and run returning only on the current one after #2 gets going

Anyway, maybe we can discuss next week. I plan to take a crack at merging these myself too and then we can compare notes.

Let's get this thing going. Looking forward to it, have a great weekend guys.

Thanks,

Matt

On Aug 9, 2011, at 5:59 PM, "Flint Richardson" <flint@wsedge.biz> wrote:

Hey Matt –

Just wanted to circle back with you to ensure that you had received the servicing agreement that I had sent to you yesterday. Also – I wanted to see if it made sense to schedule another call to discuss the service agreement or work with someone with your company to merge this with the RAPE agreement? I would recommend that having your counsel (whichever attorney you want to use in-house or external) may help us expedite this process.

Let us know what we can do to help.

Flint

Flint Richardson | CPA | Chandler | AZ| 85225 |
office 480.889.4888 | fax 480.889.8997 | flint@wsedge.biz |

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LOAN AGREEMENT

Disbursement Date: LOAN_EFFECTIVE_DATE
 Payment Date: LOAN_DUE_DATE

Type of Contract: Loan # APPLICATION_NUMBER

Tribal Entity, LLC
 DBA: PepperCash.com
 Address....
 Phone: 1-888-408-0151
 Email address: legal@PepperCash.com

Borrower Name: CUSTOMER_NAME
 Borrower Address : CUSTOMER_ADDRESS1
 CUSTOMER_ADDRESS2
 Address: CUSTOMER_CITY, CUSTOMER_STATE
 CUSTOMER_ZIP
 Phone: CUSTOMER_PHONE_NUMBER
 Email address: CUST_EMAIL

In this Loan Agreement (hereinafter, the "Loan Agreement", or "Agreement") the words "you", "your" and "I" mean the borrower who has electronically signed it. The words "we", "us" and "our" mean PepperCash.com. ("Lender").

In order to complete your transaction with us, you must electronically sign this Loan Agreement by (a) entering your initials and (b) clicking the "I Agree" button at the end of the Loan Agreement. We will then approve or deny the Loan Agreement. If the Loan Agreement is approved, it will be consummated as of the Disbursement Date shown above. We will use commercially reasonable efforts to affect a credit entry by depositing the proceeds from this Loan Agreement into the bank account listed below in the ACH Authorization Section (your "Bank Account") on the Disbursement Date above. Unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, the untimely receipt of borrower verification detail (if required), inadvertent processing errors, "acts of God", and/or "acts of terror" may extend the time for the deposit. In the event that the disbursement is delayed, the Disbursement Date will automatically adjust to reflect the date when proceeds entered your Bank Account. You will have the option of rescinding the Loan in accordance with the "RESCISSON" provision listed below, which describes, among other things, the time and manner within which notice of rescission must be given to be effective. Failure to give such notice as and when set out in the "RESCISSON" provision will be deemed to constitute acceptance by you of the delayed disbursement date and the revised terms of the Loan Agreement.

All terms of this Agreement remain in full force and effect until all amounts owed to us by you are paid in full, including those associated with any renewal transactions, as described below.

You promise to pay us the Total of Payments according to the terms of our disclosures set forth below on the date stated in the Payment Schedule below ("Payment Due Date"). You grant us a security interest in your ACH Authorization in the amount of the Total of Payments (the "ACH Authorization") which we may negotiate on the Payment Due Date or thereafter. You further promise to pay us all subsequent finance and other charges and fees in accordance with this Agreement. No interest, fees, or other charges are charged after the Payment Due Date except in the event of a "Late Charge", "Renewal", or "Workout" as explained below. All payments will be applied first to interest and then to principal. Both the amount of interest charged and rate thereof are set forth respectively in the Finance Charge and Annual Percentage Rate disclosures in this Agreement, which are subject to adjustment in the event of a delayed disbursement.

U.S. FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
CALCULATED_APR%	FINANCE_CHARGE	LOAN_AMOUNT	TOTAL_OF_PAYMENTS

Your Payment Schedule will be:

One Payment in the Amount of **TOTAL_OF_PAYMENTS** is due **LOAN_DUE_DATE**

Security: You are giving us a security interest in the ACH Authorization.

Prepayment: If you pay off early, you will not be entitled to a refund of the unearned portion of the finance charge.

See the terms of this Loan Agreement for any additional information about nonpayment, default, and prepayment refunds.

Itemization of Amount Financed: Amount given to you directly: LOAN_AMOUNT. Amount paid on Loan No. APPLICATION_NUMBER with us: \$0.00.

(1) THIS LOAN IS DESIGNED AS A SHORT-TERM CASH FLOW SOLUTION AND NOT DESIGNED AS A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS. (2) ADDITIONAL FEES MAY ACCRUE IF THE LOAN IS ROLLED OVER. (3) CREDIT COUNSELING SERVICES ARE

AVAILABLE TO CONSUMERS WHO ARE EXPERIENCING FINANCIAL PROBLEMS.

CONSENT TO ELECTRONIC COMMUNICATIONS

The following terms and conditions govern electronic communications in connection with this Loan Agreement and the transaction evidenced hereby (the "Consent"). By electronically signing this Loan Agreement by clicking the "I AGREE" button below, you are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded or printed a copy of this Consent for your records. You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Loan Agreement, this Consent, the Truth in Lending disclosures set forth in this Agreement, change-in-term notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by posting the information at our web site, www.PepperCash.com, or by sending it to you by e-mail by us or any vendor/servicer contracted through us at any time.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.
- You may obtain a copy of any Communication by contacting us at legal@PepperCash.com or by calling us at 1-888-408-0151. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.
- You agree to provide us with your current e-mail address for notices at the email address indicated above. If your e-mail address, telephone number(s), or residence address changes, you must send us a notice of the new address/telephone number(s) by sending us an e-mail, using secure messaging, at least five (5) days before the change.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet through HS encryption capabilities. Netscape 4.7+ and above and Microsoft Internet Explorer 5.01+ and above support this feature. You will also need a printer connected to your computer to print disclosures/notices. We do not provide ISP services. You must have your own Internet Service Provider.
- We may amend (add to, delete or change) the terms of this Consent to Electronic Communications by providing you with advance notice.
- You agree that you are able to view and/or electronically store the information presented at this website. You also agree to print and retain a copy of this Agreement and Consent to Electronic Communications for your records.

SECURITY: We have disclosed to you that our interest in the ACH Authorization is a security interest as a courtesy only, because Costa Rica law does not clearly address whether our interest in the ACH Authorization is a "security interest".

PAYMENT OPTIONS: Your Total of Payments will be due on the Payment Due Date. If you do not wish to pay the Total of Payments on your Payment Due Date, you must select your payment option at least three (3) banking business days prior to your Payment Due Date by contacting us at 1-888-408-0151. At that time, you may choose:

- (a) **Payment in full:** You may pay the Total of Payments shown above, plus any accrued fees, to satisfy your loan in full. When you contact us and choose this option, we will debit your Account for the Total of Payments plus any accrued fees, in accordance with the ACH Authorization below; OR
- (b) **Renewal:** You may renew your loan (that is, extend the Payment Due Date of your loan until your next Pay Date¹) by authorizing us to debit your Account for the amount of the Finance Charge, plus any accrued fees. If you choose this option, your new Payment Due Date will be your next Pay Date¹, and the rest of the terms of this Agreement will continue to apply.

AUTO-RENEWAL: If you fail to contact us to confirm your Payment Option, or otherwise fail to pay the loan in full on any Payment Due Date, PepperCash.com may automatically renew your loan as described under (b) above, and debit your Bank Account on the Payment Date or thereafter for the Finance Charge and any accrued fees. Your new Payment Due Date will be your next Pay Date¹, and the rest of the terms of this Agreement will continue to apply. You must contact us 3 banking business days prior to your new Payment Due Date to confirm your payment option for the Renewal Transaction. If you fail to contact us, or otherwise fail to pay the loan in full on your new Payment Due Date, we may automatically renew the loan until your next Pay Date.¹ You may obtain up to 5 Renewals in addition to the initial loan transaction. All terms of this Agreement continue to apply to Renewal Transactions. All Renewals are subject to Lender's approval. If you choose to renew your loan for any additional period after the Payment Due Date, you will be charged the Finance Charge disclosed above for each "Loan Period" in which the Loan remains outstanding. If your Renewal is approved, your existing loan will be extended to a one Loan Period loan (10 – 24 day term) payment schedule and you will pay the finance charge of \$35 per \$100 of principal owed on the next Payment Due Date. You will accrue new finance charges with every Renewal of this loan.

AUTO-WORKOUT: Unless you contact us to confirm your option for Payment in Full prior to your 5th Renewal Payment Due Date, your loan will automatically be placed into a Workout Payment Plan. Under the Workout Payment Plan, your Account will automatically be debited on your Pay Date¹ for accrued finance charges plus a principal payment of \$25 until the loan principal amount owed reaches \$25 or less. When your amount owed reaches \$25 or less, we will debit the remaining amount of principal, plus additional finance charges, on your next pay date¹. This does not limit any of Lender's other rights under the terms of this Agreement. All Workout Payment Plans are subject to Lender's approval.

RETURNED ITEM FEE: You agree to pay an insufficient fund fee of \$30 if an item in payment of what you owe is returned unpaid, or if an ACH debit entry, the authorization for which was not properly revoked by you, is rejected by your bank for any reason. If your payment is returned unpaid, you authorize us to make a one-time electronic funds transfer from your account to collect the returned item charge of \$30.

LATE CHARGE: If your scheduled payment is late more than fifteen (15) days after its due date, we will effect a debit entry to Your Account, a Late Charge of \$30 will be assessed to your account.

TELEPHONE COMMUNICATIONS/MESSAGING: You authorize us, our assigns, successors or our servicing agents to send a SMS text message to you at any mobile number at which we reasonably believe we can contact you, for any lawful purpose, including but not limited to: (1) suspected fraud or identity theft; (2) obtaining information necessary for us to service your account; (3) collecting on your account; (4) notifying you as to important issues regarding your account, or (5) and other purpose. Telephone numbers you authorize us, our assigns, successors or our servicing agents to text message to include any numbers provided to us, our assigns, successors or our servicing agents and numbers from which you call us, our assign, successors or our servicing agents. You agree to pay any fee(s) or charge(s) that you may incur for incoming and outgoing messages from or to us or our assigns, successors, or our servicing agents, without reimbursement from us or them." You authorize us, our assigns, successors or servicing agents to send recorded messages to any phone numbers provided to us, our assigns, successors or service agents.

¹ The term "Pay Date" refers to the next time following the Payment Due Date, that you receive regular wages or salary from your employer. Because Renewal transactions are for at least ten (10) days, if you are paid weekly, your loan will be Renewed until the next Pay Date that is at least fourteen days after the prior Payment Date.

INCOME VERIFICATION: You authorize PepperCash.com to verify your past and/or present employment history and income as may be necessary to process your Loan. The employment and/or income verification that PepperCash.com obtains is only to be used in the processing of your application for a Loan. Furthermore, you represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code.

ACH AUTHORIZATION: You hereby voluntarily authorize us, and our successors and assigns, to initiate automatic credit and debit entries to your Bank Account: Bank Routing Number: CUSTOMER_ABA_NUMBER and Bank Account Number: CUSTOMER_BANK_ACCOUNT_NUMBER, in accordance with this Agreement.

You agree that we will initiate a credit entry to your Bank Account for the Amount Financed on or about the Disbursement Date.

You also authorize us to initiate an ACH debit entry to Your Bank Account:

- (a) For the Total of Payments plus any accrued fees on the Payment Due Date, or on any subsequent Renewal Payment Due Date, if you contact us and select Payment Option (a) above;
- (b) For the Finance Charge plus any accrued fees on the Payment Due Date, or on any subsequent Renewal Payment Due Date, if you contact us and select Payment Option (b) above, or if you fail to contact us to confirm your payment option;
- (c) For the accrued finance charges and fees, plus \$25.00 on each Pay Date¹ after the 5th Renewal Payment Due Date, until the loan principal amount owed reaches \$25 or less. When your principal amount owed reaches \$25 or less, you authorize us to debit the remaining amount of principal, plus any additional fees and finance charges, on your next pay date¹; and
- (d) For any accrued Late Fees or Returned Payment charges, subject to this Agreement.

You agree that we may re-initiate a debit entry for the same amount if the ACH debit entry is dishonored or payment is returned for any reason. The ACH Authorizations set forth in this Agreement are to remain in full force and effect for this transaction until your indebtedness to us for the Total of Payments, plus any other charges or fees incurred and described in this Agreement, is fully satisfied. You may only revoke the above authorizations by contracting us directly at least three (3) business days prior to the Payment Due Date. If you revoke your authorization, you agree to provide us with another form of payment acceptable to us.

If any payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect a fee of \$30. If your loan is over 15 days late, you will be assessed a late fee of \$30. You voluntarily authorize us, and our successor and assigns, to initiate a debit entry to your Bank Account for payment of this fee. You further authorize us to initiate debit entries as necessary to recoup the outstanding loan balance whenever an ACH transaction is returned to us for any reason. If your payment is returned to us by your financial institution due to insufficient funds or a closed account, you agree that we also may recover court costs and reasonable attorney's fees incurred by us.

You understand and agree that this ACH authorization is provided for your convenience, and that you have authorized repayment of your loan by ACH debits voluntarily. You agree that you may repay your indebtedness through other means (i.e. money order) by providing timely payment, or through the Credit/Debit Card Authorization provided below.

You authorize us to verify all of the information that you have provided, including past and/or current information. You agree that the ACH Authorization herein is for repayment of a single payment loan, or for single payment of finance charges for Renewal transactions, and that these entries shall not recur at substantially regular intervals. If there is any missing or erroneous information in or with your loan application regarding your bank, bank routing and transit number, or account number, then you authorize us to verify and correct such information.

CREDIT/DEBIT CARD AUTHORIZATION: By signing this document below, you authorize us, and our successors or assigns, to charge any amounts owing under this Agreement to any credit/debit card that you provide to us for such purpose, in the event that any ACH debit entry, or other payment method, is returned unpaid for any reason. This authorization will remain in full force and effect until either (1) all obligations under this Agreement have been satisfied or (2) it is cancelled, in writing, in such time as to give us and the card issuer reasonable opportunity to act upon it. Such cancellations shall be emailed to legal@PepperCash.com or faxed to 214-446-6314. If you choose to cancel this authorization, you agree to provide another payment method acceptable to us in our sole discretion.

RESCISSON: You may rescind future payment obligations under this Loan Agreement, without cost or finance charges, no later than 5:00 p.m. EST of the next business day immediately following the Disbursement Date ("Rescission Deadline"). To rescind future payment obligations on this loan, you must inform us **in writing**, by or before the Rescission Deadline by email to support@PepperCash.com or by fax to 214-446-6314 that you want to cancel the future payment obligations on this loan and that you authorize us to effect a debit entry to Your Account for the principal amount of the Loan Agreement. In the event that we timely receive your written notice of rescission on or before the Rescission Deadline but **before** the loan proceeds have been credited to Your Account, we will not effect a debit entry to Your Account and both ours and your obligations under this Loan Agreement will be rescinded. In the event that we timely receive your written notice of rescission on or before the Rescission Deadline but **after** the loan proceeds have been credited to Your Account, we will effect a debit to Your Account for the principal amount of the Loan Agreement. If we receive payment of the principal amount via the debit, ours and your obligations under this Loan Agreement will be rescinded. If we do not receive payment of the principal amount via the debit, then the Loan Agreement will remain in full force and effect.

PREPAYMENT: At any time after the Rescission Deadline defined above, you can prepay your obligations partially or in full before the Payment Date by sending us an email to the address and number referenced above informing us that you want to make a prepayment and giving us written authorization to effect a debit entry to your Bank Account for the prepayment. If we receive the prepayment via the debit, it will be applied first to fees and then to principal. Please be advised that by paying your loan off early you will not be entitled to a rebate of the unearned portion of your Finance Charge.

BANKRUPTCY: You certify to us that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code.

CONSUMER REPORTS: You authorize us to obtain consumer reports about you prior to issuing a loan to you under this Agreement, and at any time that you owe us money under this or any other Loan Agreement. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

CHECKS: If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You also authorize us to collect a fee of \$30 through an electronic fund transfer from your account if your payment is returned unpaid.

COLLECTION AND USE OF BANK ACCOUNT INFORMATION FOR PURPOSES OF COLLECTING LOAN PAYMENTS: If we extend credit to you, we will consider the bank account information provided by you as eligible for us to process payments against. In addition, as part of our information collection process, we may detect additional bank accounts under your ownership. You agree that we will consider these additional accounts to be part of the application process and eligible for payment retrieval.

DEFAULT, GOVERNING LAW, ASSIGNMENT AND EXECUTION: You will be in default under this Agreement if: (a) you provide false or misleading information about yourself, your employment, or your financial condition (including the bank account on which the electronic debit is drawn) prior to entering this Agreement, (b) you fail to make a payment by the Due Date or if your payment is returned to us unpaid for any reason, or (c) any of the following things occur: appointment of a committee, receiver, or other custodian of any of your property, or the commencement of a case under the U.S. Federal Bankruptcy Laws by or against you as a

debtor. This Agreement will be governed by the laws of Costa Rica, except that the arbitration provision is governed by Costa Rica's Law on Alternate Conflict Resolution and the Promotion of Social Peace (Law 7727, Article 18), and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, as adopted by the United Nations Conference on International Commercial Arbitration. We may assign or transfer this Agreement or any of our rights hereunder. If this Agreement is consummated, then you agree that the electronically signed Agreement we receive from you will be considered the original executed Agreement, which is binding and enforceable as to both parties.

WAIVER OF JURY TRIAL AND ARBITRATION PROVISION: Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an 'arbitrator') for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of arbitrating all disputes with customers, including the scope and validity of this Arbitration Provision and any right you may have to participate in an alleged class action. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Agreement, the information you gave us before entering into the Agreement, including the customer information application, and/or any past Agreement or Agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering into this Arbitration Provision:

(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
(c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. All disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, at your request we will advance your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with Costa Rica's Law on Alternate Conflict Resolution and the Promotion of Social Peace (Law 7727, Article 18), and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted by telephone via a toll-free conference line at a mutually convenient time, and Lender will pay the telephone costs for you. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by Costa Rica statute or applicable Costa Rica law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a Costa Rica court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. This Arbitration Provision is made pursuant to a transaction involving international commerce.

7. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Arbitration Provision survives any cancellation, termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.

Your right to file suit against us for any claim or dispute regarding this Agreement is limited by the WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.

You may choose to opt out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in email within forty-five (45) calendar days of the date of this Agreement at the following address: legal@PepperCash.com. Your written notice must include your name, address, social security number, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision, and must not be sent with any other correspondence. Indicating your desire to opt-out of this Arbitration Provision in any manner other than as provided above is insufficient notice. Your decision to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, and applies only to this Arbitration Provision and no prior or subsequent Arbitration Provision to which you and we have agreed.

PRIVACY POLICY:

By signing this Agreement, you agree to PepperCash.com's [Privacy Policy](#) as stated on PepperCash.com's website at the following link:
<https://PepperCash.com/Privacy.aspx>

BY ENTERING IN YOUR INITIALS AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS AGREEMENT. BY ELECTRONICALLY SIGNING THIS AGREEMENT, YOU AGREE THAT THIS ELECTRONIC SIGNATURE HAS THE FULL FORCE AND EFFECT OF YOUR PHYSICAL SIGNATURE AND THAT IT BINDS YOU TO THIS AGREEMENT IN THE SAME MANNER A PHYSICAL SIGNATURE WOULD DO SO. YOU CERTIFY THAT THE INFORMATION GIVEN IN CONNECTION WITH THIS AGREEMENT IS TRUE AND CORRECT. YOU AUTHORIZE PEPPERCASH.COM

TO VERIFY THE INFORMATION GIVEN IN CONNECTION WITH THIS AGREEMENT AND GIVE PEPPERCASH.COM CONSENT TO OBTAIN INFORMATION ON YOU FROM A CONSUMER REPORTING AGENCY OR OTHER SERVICE. YOU ACKNOWLEDGE THAT (A) YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE WAIVER OF JURY TRIAL AND ARBITRATION PROVISION AND THE PRIVACY POLICY, (B) THIS AGREEMENT CONTAINS ALL OF THE TERMS OF THE AGREEMENT AND THAT NO REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THE AGREEMENT HAVE BEEN MADE, (C) THIS AGREEMENT WAS FILLED IN BEFORE YOU SIGNED IT, AND (D) THAT YOU HAVE PRINTED OR DOWNLOADED A COMPLETED COPY OF THIS AGREEMENT FOR YOUR RECORDS. YOU FURTHER ACKNOWLEDGE THAT PEPPERCASH.COM MAY WITHHOLD FUNDING OF YOUR LOAN AT ANY TIME PRIOR TO DISBURSEMENT SUBJECT TO VERIFICATION OF APPLICATION INFORMATION.

By signing below you agree that we will initiate ACH debits and credits to Your Bank Account as described under the ACH Authorization above. You agree that the debit entries authorized herein are for repayment of a single payment loan and shall not recur at substantially regular intervals. You agree that this ACH Authorization is subject to our approval of the Loan Agreement.

By signing below you agree that your loan may be renewed up to five times as described under AUTO-RENEWAL above, without additional notice to you. You also agree that your loan may be subject to the Workout Payment Plan after the Fifth Renewal Transaction, as described under AUTO-WORKOUT above. You authorize us to initiate debit entries to Your Bank Account for Renewal and Workout transactions as described above. You agree that you will receive no prior notice of Renewal and/or Workout plan payments, unless the amount of the payment is greater than \$1300.

By signing below you authorize us to verify all of the information that you have provided, including past and/or current information. You certify that you have made or will make all payments on any previous loans with Lender, and you agree that that Lender may cancel this loan if any payment on previous loans is not made or is returned unpaid. You agree that we may obtain information about you and your Account from your Bank and/or consumer reporting agencies and other services until all amounts owing pursuant to this Agreement are paid-in-full. If there is any missing or erroneous information in or with your loan application regarding your bank, bank routing number, or account number, then you authorize us to verify and correct such information.

By signing below you agree that your loan may be renewed up to five times as described under AUTO-RENEWAL above, without additional notice to you.

By signing below you warrant that you ARE NOT a regular or reserve member of the U.S. Military, including the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

Initial below and click "I AGREE" to electronically sign this Agreement:

Lender: PepperCash.com

Borrower's E-Signature: 1517_ESIGNATURE_1

Borrower Initials:

First Name:
CUSTOMER_FIRST_NAME

Last Name:
CUSTOMER_LAST_NAME

SSN #:
CUSTOMER_SSN

Date:
APPLICATION_DATE